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	Cable TV
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	Security

February 1, 2013

Ms. Jocelyn G. Boyd  
Chief Clerk/Administrator  
South Carolina Public Service Commission  
Synergy Business Park/ The Saluda Building  
101 Executive Center Drive  
Columbia, SC 29210

RECEIVED  
2013 FEB -6 PM 12:53  
SC PUBLIC SERVICE  
COMMISSION

RE: Amendment No. 1 to the Interconnection Agreement by and between Rock Hill Telephone Company and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service Affiliates D/B/A AT&T Mobility  
**Docket No. 1998-190-C**

Dear Ms. Boyd:

Enclosed for filing is Amendment No. 1 to the Interconnection Agreement by and between Rock Hill Telephone Company D/B/A Comporium Communications and New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service Affiliates D/B/A AT&T Mobility.

Thank you for your assistance.

Very truly yours,



Tim Smoak  
Director - Interconnection Services

Enclosure

**RECEIVED**

FEB 04 2013

PSC SC  
MAIL / DMS

STATE OF SOUTH CAROLINA

(Caption of Case)

Approval of Agreement Negotiated between Rock Hill  
Telephone Company and BellSouth Personal  
Communications, Incorporated d/b/a BellSouth  
Mobility DCS for Facilities-Based Network  
Interconnection for Transport and Termination and  
Reciprocal Compensation of Local Service Area  
Traffic

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

COVER SHEET

DOCKET  
NUMBER: 1998 - 190

RECEIVED  
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PUBLIC SERVICE COMMISSION

(Please type or print)

Submitted by: Rock Hill Telephone Company

SC Bar Number:

Address: Tim Smoak, Director - Interconnection

Telephone: 803-326-7275

P.O. Box 470

Fax: 803-326-5710

Rock Hill, SC 29731-6470

Other:

Email: tim.smoak@comporium.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

Print Form

Reset Form

**AMENDMENT NO. 1  
TO THE INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT  
BY AND BETWEEN  
ROCK HILL TELEPHONE COMPANY AND NEW CINGULAR WIRELESS PCS, LLC, AND  
ITS COMMERCIAL MOBILE RADIO SERVICE AFFILIATES D/B/A AT&T MOBILITY**

This is an Amendment ("Amendment") to the Interconnection and Traffic Interchange Agreement by and between Rock Hill Telephone Company ("Rock Hill"), and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility ("AT&T Mobility"), jointly the "Parties."

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection and Traffic Interchange Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§ 251 and 252; and

WHEREAS, On November 18, 2011, the Federal Communications Commission ("FCC") issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order"); and

WHEREAS, the Original Agreement contains a "change in law" provision which authorizes the Parties to amend the Original Agreement to comport with a change in law.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

**A. Definitions**

1. "Bill-and-Keep" arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. §51.713.
2. "InterMTA Traffic" means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.
3. "Non-Access Telecommunications Traffic" (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.

**B. Amendment Terms**

1. Pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Rock Hill and AT&T Mobility.
  - 1.1 The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives. Notwithstanding the foregoing, if as a result of any decision, order or determination of any judicial or regulatory authority with

jurisdiction over the subject matter hereof, the FCC's USF/ICC Transformation Order regarding the bill-and-keep arrangements for IntraMTA traffic are reversed, remanded, stayed, or vacated ("Bill-and-Keep Decision"), then the Parties agree to comply with all requirements of the Bill-and-Keep Decision.

- 1.2 Unless the Bill-and-Keep Decision expressly provides otherwise, the following reciprocal compensation rates for Non-Access Telecommunications Traffic shall apply:

- 1.2.1 In the event of a reversal, remand, or vacatur, the per minute of use reciprocal compensation rates listed in the Original Agreement shall be applied in lieu of Bill-and-Keep, and, if the reversal, remand, or vacatur so requires, the Parties will true up the rates and apply such rates retroactively back to July 1, 2012.

- 1.2.2 In the case of a judicial stay, the Parties will apply the reciprocal compensation rates listed in the Original Agreement prospectively from the date the stay is issued. If such judicial stay is subsequently lifted and there is not a corresponding court-ordered reversal or vacatur, the Parties will move to Bill-and-Keep.

2. InterMTA Traffic - The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to switched access compensation.

- 2.1 Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to maintain the existing InterMTA Factor at this time. The Parties agree to work cooperatively to conduct traffic studies within six (6) months of the effective date of this Amendment to establish a new InterMTA Factor.

- 2.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of AT&T Mobility's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.

- 2.3 The Parties agree to review the InterMTA Factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately. Both Parties shall cooperate in exchanging necessary records and information required to conduct such reviews. Once the new InterMTA Factor is established, each Party shall only have the right to conduct a review of the InterMTA Factor no more than one time in a consecutive 12-month period.

3. FCC Rule 47 C.F.R. §51.709(c) provides that for Non-Access Telecommunications Traffic exchanged between Rock Hill, as and only as an interstate rate-of-return regulated rural telephone company, and AT&T Mobility, Rock Hill will be responsible for transport to AT&T Mobility's interconnection point when it is located within Rock Hill's service area. When AT&T Mobility's interconnection point is located outside Rock Hill's service area, Rock Hill's transport and provisioning obligation stops at its meet point and AT&T Mobility is responsible for the remaining transport to its interconnection point (the "Rural Transport Rule").

4. Call Signaling. The Calling Party Number ("CPN") associated with the End-User Customer

originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration ("NANPA") standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User.

5. The Parties will connect their networks using SS7 as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features to facilitate interoperability of CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party.
6. In order to process, track and monitor the traffic that is being exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate CCS messages, for call set-up, including without limitation ISUP and TCAP messages.
7. Updated Contacts –

<b>Rock Hill Telephone Company</b>	<b>AT&amp;T Mobility</b>
<u>For Official Notices:</u>	<u>For Official Notices:</u>
VP – External Affairs Rock Hill Telephone Company 330 E. Black St. (overnight deliveries only) P.O. Box 470 Rock Hill, SC 29731-6470 Phone: 803-326-6025 Fax: 803-326-5703	AT&T Mobility LLC 1277 Lenox Park Blvd. Suite 4A42 Atlanta, GA 30319 Attn: Senior Contract Manager Phone: 404-499-6086 Fax: 404-986-8452
With a copy to:	With a copy to:
Director – Interconnection Rock Hill Telephone Company 330 E. Black St. (overnight deliveries only) P.O. Box 470 Rock Hill, SC 29731-6470 Phone: 803-326-6025 Fax: 803-326-5703	AT&T Services, Inc. Legal Department 675 West Peachtree Street Atlanta, GA 30308 Attn: Interconnection Agreement Counsel
<u>For Billing:</u>	<u>For Billing:</u>
Director -- Interconnection Rock Hill Telephone Company 330 E. Black St. (overnight deliveries only) P.O. Box 470 Rock Hill, SC 29731-6470 Phone: 803-326-6025 Fax: 803-326-5703	AT&T Mobility C/O TEOCO 12150 Monument Drive, Suite 700 Fairfax, VA 22033 (in "RE" space put "Xtrak")

8. This Amendment shall be effective July 1, 2012.

9. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
10. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
11. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS THEREOF, The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

<b>New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&amp;T Mobility</b>	
By:	<i>Sheila Paananen</i>
Name:	Sheila Paananen
Title:	Lead Carrier Relations Manager
Date:	10/18/2012

<b>Rock Hill Telephone Company</b>	
By:	<i>Matthew L. Dosch</i>
Name:	Matthew L. Dosch
Title:	Sr. Vice President, External Affairs
Date:	12/18/2012